


# Memorandum



**Date:** October 19, 2004

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager 

**Subject:** Non-exclusive Professional Services Agreement (PSA)  
for SW 62 Avenue, from SW 70 Street to SW 64 Street  
Project No. 20030189

Agenda Item No. 7(P)(1)(G)

The attached Professional Services Agreement (PSA) between Miami-Dade County and BCC Engineering, Inc., has been prepared by the Public Works Department (PWD) and is recommended for approval. Since proceeds from the Charter County Transit Surtax will be used to fund this PSA, Board of County Commissioners (BCC) and Citizens' Independent Transportation Trust (CITT) approval is required.

**PROJECT:** SW 62 Avenue, from SW 70 Street to SW 64 Street

**PROJECT NO.:** E03-PW-08

**PROJECT DESCRIPTION:** The Miami-Dade County Public Works Department has the need to establish a Non-exclusive Professional Services Agreement (PSA) to provide Professional Engineering Design Services for the preparation of complete construction plans to include the reduction of the number of lanes from a five- to two-lane facility, drainage, sidewalks, street lighting, pavement markings and signing where needed for the subject project. The total length of this project is 0.5 miles.

**PROJECT LOCATION:** SW 62 Avenue, from SW 70 Street to SW 64 Street

**COST ESTIMATE:**  
Design Phase \$178,061.14  
Construction Phase \$1,600,000.00

**INSPECTOR GENERAL FEE:** Provision Included \$404.14

**IPSIG:** Provision Included

**LIVING WAGE:** Not Applicable

RESPONSIBLE WAGES: Not Applicable

CONTRACT PERIOD: This Agreement shall remain in full force and effect for three (3) years after its date of execution or until completion of all project phases, whichever occurs last.

REVIEW COMMITTEE DATE: October 15, 2003

REVIEW COMMITTEE ASSIGNED  
CONTRACT MEASURES:

CSBE GOAL	0%
CBE GOAL	100%
DBE GOAL	0%

FIRM NAME: BCC Engineering, Inc.

LOCATION OF FIRM: 8603 South Dixie Highway Suite 308  
Miami, Florida 33143

COMPANY PRINCIPAL (S): Hong Benitez, P.E.

YEARS IN BUSINESS: 10

AGREEMENT AMOUNT:

Base Agreement	\$178,061.14 – Includes 10% Contingency
Total Contract Value	\$178,061.14

PREVIOUS AGREEMENTS WITH COUNTY: Three (3) agreements with approximately \$4,309,910.00 in fees awarded/paid to date.

SUBCONSULTANT (S): Robayna and Associates, Inc.  
Southern Resource Mapping of Miami, Inc.

USING AGENCY: Public Works Department

MANAGING AGENCY: Public Works Department


MINIMUM QUALIFICATIONS EXCEED No  
LEGAL REQUIREMENTS:

FUNDING SOURCE: Charter County Transit Surtax – \$178,061.14 – 100%

Since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this contract, no award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved same, or, ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

FISCAL IMPACT: The fiscal impact will be \$178,061.14. This site-specific project is included in the PWD's approved 2-year PTP plan.

APPROVED AS TO LEGAL  
SUFFICIENCY:

 (No RELATION  
TO HONG)

Assistant County Attorney

9/1/04

Date



Surface Transportation Manager

9/1/04

Date




# MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: October 19, 2004

FROM:   
Robert A. Ginsburg  
County Attorney

SUBJECT: Agenda Item No. 7(P)(1)(G)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(P)(1)(G)  
10-19-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT WITH BC ENGINEERING, INC. FOR THE PROJECT ENTITLED SW 62 AVENUE FROM SW 70 STREET TO SW 64 STREET; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE PROVISIONS THEREIN

**WHEREAS**, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the recommendation to approve a non-exclusive Professional Services Agreement for People's Transportation Plan (PTP) project between Miami-Dade County and BCC Engineering, Inc. for the project entitled SW 62 Avenue from SW 70 Street to SW 64 Street, in substantially the form attached hereto and made a part hereof; and authorizing the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>TH</sup> day of October, 2004. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. HCB  
Hugo Benitez

By: \_\_\_\_\_  
Deputy Clerk

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and BCC Engineering, Inc., hereinafter referred to as the "ENGINEER".

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the design of SW 62 Avenue from SW 70 Street to SW 64 Street.

# PROFESSIONAL SERVICES AGREEMENT

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## SECTION I - COUNTY OBLIGATIONS

The Director of the Public Works Department, hereinafter referred to as the "Director", shall issue written authorization to proceed to the ENGINEER for each section of the work to be performed thereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the ENGINEER with the understanding that written confirmation shall follow immediately thereafter.

The COUNTY agrees that its Public Works Department shall furnish to the ENGINEER any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The Director reserves the right to guarantee the accuracy of information provided by the COUNTY to the ENGINEER. When such guarantee is provided in writing, the ENGINEER shall not be compensated for independent verification of said information.

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under the terms of this Agreement:

1. COUNTY standard construction details applicable to the project.

2. All standard sections of the contract documents and compilation of the final bidding documents.
3. Administration of bidding procedures including advertisement for bids and recommendations of award of the construction contract in cooperation with the ENGINEER.
4. Administration of construction except as otherwise provided herein.
5. All required base line survey for the project.

## SECTION II - PROFESSIONAL SERVICES

The ENGINEER agrees to perform professional services in connection with the project as indicated in the following (refer to Exhibit "A" for submittal requirements):

### A. Master Plan Phase

Upon receipt of written authorization from the Director to proceed with the Master Plan Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a Master Plan containing recommendations for a "Typical Section", roadway alignment, drainage system, point of connection to adjacent roadways and prepare for and conduct a Public Meeting to inform residents and neighborhood organizations of proposed construction. To accomplish the

work described under this phase, the ENGINEER shall observe the following requirements:

1. Strive to complete the work on the project within the time allowed by maintaining an adequate staff of qualified personnel on the work at all times.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work.
3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
5. Submit to the Director two final copies of the Master Plan phase report for the project. Upon approval, furnish the COUNTY with five (5) signed and sealed copies of the final recommendations report, and all tracings, field books and calculations. The quality and legibility of all copies shall meet the approval of the Director.

B. Design Phase

Upon receipt of written authorization from the Director to proceed with the project, the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Master Plan Phase; arrange for and obtain all field surveying, aerial photography, soil survey investigations (provided by the COUNTY); perform such other services as are mutually

agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The ENGINEER shall prepare final complete construction plans for the project in accordance with current COUNTY standards, to be used for the receipt of bids, which shall include development of design plans for the reduction of the number of lanes from a five- to two-lane facility, drainage, sidewalks, street lighting, pavement markings and signing.

To accomplish the work described under this phase, the ENGINEER shall observe the Following:

1. Strive to complete the work on the project within the time by allowed maintaining an adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to roadway design.
3. Prepare necessary sketches to accompany COUNTY applications for any required County, State or Federal agency permits.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.

6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall provide two sets of prints for each utility company prior to the meeting. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.
7. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with two (2) signed and sealed full size, 22"x34" bound sets of prints of the final construction plans, two (2) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, original Mylar tracings on approved, 22"x34" and 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), field survey books, CAD electronic files in a format approved by the COUNTY, drainage report,

geotechnical report and all computation books. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following:

- Cover Sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Lighting Plans
- Marking and Signing Plans
- Signalization Plans

9. Prepare and submit to the COUNTY cost estimates, at the 30%, 60%, 90% and 100% completion milestones, of the proposed project design.
10. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.
11. The ENGINEER agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.

12. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The ENGINEER agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY.

1. Periodic general engineering Consultation and advice.
2. Review and approval of drainage structures shop drawings.
3. Post-design services if required during construction.

D. Other Services

The ENGINEER agrees to provide the following services for the project, as requested by the COUNTY.

FIELD SURVEY

All field survey information shall be recorded in standard field books and if desired, electronic data collectors, in sufficient detail to reflect existing field conditions and provide all information required for the preparation of survey drawings, maps and construction plans as required. When using a data collector, a report and digital submission shall be provided with all necessary field survey information, along with a field book showing monumenting and referencing of boundary lines, offset lines, baselines, reference lines, and horizontal/vertical control points. All such survey work is to be performed as instructed by the Director or his authorized designee and in accordance with



Chapter 61G17 of the Florida Administrative Code, and as set forth herein:

NOTE KEEPING

1. The field book number and project number, both furnished by the COUNTY, shall be lettered on the front outside cover of each field book.
2. The name of the Surveyor shall be placed or stamped on the fly leaf of each field book.
3. The first page or pages of the field book immediately following the fly leaf shall contain an index showing the limits and types of each phase of the survey, and the pages of the book on which this information is recorded.
4. All field books shall be cross-referenced to other field books used on the same project or site.
5. All field book pages shall be numbered.
6. For each phase of the work, the left-hand page in the field book shall list the title and limits of the work being performed; the Section, Township and Range in which the site is located; and the project number, if applicable. The right-hand pages shall list the date, weather conditions and the names of survey party personnel. The survey base lines, as the case may be, shall be drawn with distances, angles, reference points, north arrow, and description of the various points and shown in the field notes in an accurate and legible manner.

7. Topography details shall be plotted on right-hand pages in the field book. Stations and right angle distances to objects shall be recorded. All physical features such as buildings (with description), trees, utility poles, fence lines, utility mains, manholes, drainage structures, valve boxes, pipe lines, sewers, pavements, sidewalks, ditches, railroad tracks, drainage structures, etc., shall be recorded with a description of each shown on the left-hand page. When using a data collector, a report and digital submission shall be provided with all necessary field survey information in a format as required by the County. Ties to section lines and section corners, and other specified property corners shall be shown in the topography notes and field book.
8. At intersection of tangents (P.I.). The curve length, tangent length, and external distance shall be determined to the nearest one-hundredth ( $1/100$ ) foot. The curve data and the tangent distance shall be recorded appropriately in the field book.
9. All horizontal control points shall be referenced, the point of these references shown in the field book. Special consideration shall be given to selection and location of reference points to ensure they are not disturbed during construction of the proposed improvements.
10. In case of public land survey corners that have been used as control for the contract survey, referencing and filing of records shall be in conformance with Part III

of Chapter 177 of the Laws of the State of Florida. A certified corner record will be completed and filed with the Department by any Surveyor when under his direction any party identifies, recovers, reestablishes, remonuments, restores or uses as control a public land corner accessory, unless the corner or its accessories are substantially as described in a previously filed corner record. The location and description of all temporary and permanent reference points shall be noted in the field book and copies of the corner record sheets shall be supplied to the Public Works Department.

11. The description and elevation of bench marks set at strategic locations throughout the site shall be noted in the field book. Level runs for establishing bench marks and temporary bench marks shall be recorded on the left-hand page of the field book, and a description of the bench marks shall be noted on the right-hand page with stations and right angle distances to each. Ties shall be made to existing bench marks.
12. Cross-section notes shall be made with stationing shown in the first column of the left-hand page and a description of the bench marks or turning points and breaks or changes in ground elevations shall be recorded on the same page. Elevation of bench marks or other important points shall also be noted on this page. On the right-hand page, rod readings shall be recorded showing the distance right or left of the base line or centerline at which the reading was taken. Distances shall be

recorded directly beneath the rod readings. When using a data collector, a report and digital submission shall be provided with all necessary field survey information in a format as required by the Director.

13. Cross-sections shall be taken normal to the base line at each station, with additional cross-sections taken between stations wherever breaks or changes in ground elevation require them.
14. Centerline profiles along intersecting driveways, roads, ditches and railroad rails shall be included in the cross-sections notes. Readings on pipes, manholes, utility valves, drainage structures, etc., shall all be recorded.
15. All elevations shall be based on NGVD 1929 datum.
16. Type and condition of existing road surfaces shall be noted.
17. The elevation of headwall tops; tops of openings; flow lines of all existing structures up to a distance of 5 feet beyond the right of way line; and any other similar items deemed necessary by the Director shall be obtained and recorded.
18. Equations and angles with intersections to all existing surveys encountered in the work shall be established and angles on all intersecting railroads shall be turned.
19. The elevation of all existing pavements, bridge decks, or other incidental surfaces or structures which are to be matched by proposed improvements shall be obtained and recorded.

20. The nearest corner of any building or structure within 25 feet of the public right-of-way shall be located, referenced and recorded.

21. Stationing of base lines shall increase to the north and east.

### SECTION III - TIME FOR COMPLETION

The ENGINEER agrees to complete the services to be rendered pursuant to this Agreement as indicated in the following:

A. Master Plan Phase

The services to be rendered by the ENGINEER under the Master Plan Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within (three) 3 months.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

B. Design Phase

The services to be rendered by the ENGINEER under the Design Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within (ten) 10 months. A reasonable extension of time shall be granted in the event there is

a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

C. Construction Phase

The services to be rendered by the ENGINEER under the Construction Phase of the project shall begin at the time the construction contract is awarded and shall be considered completed upon final acceptance of the construction by the COUNTY. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts

or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

A. Professional Services Fee

1. Master Plan Phase

For service rendered pursuant to the Master Plan Phase in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fee:

For the complete study and preparation of a Master Plan with recommendations for "Typical Section(s)", roadway alignment(s), drainage system, connection to adjacent roadways, and Public-Meeting, the lump sum fee of \$19,494.00.

2. Design Phase

For services rendered pursuant to the Design Phase, in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fees:

a. For the implementing of the Master Plan recommendations, complete design and preparation of construction plans and specifications, and all incidental work thereto as necessary for construction of all project elements, excluding traffic signals, the lump sum fee of \$86,098.50

b. For the complete design of new traffic signals and/or upgrade of existing traffic signals included in the project's Design Package, the preparation of their construction plans and specifications, and all incidental work thereto, the lump sum fee of \$17,869.50.



In the event design of additional signals is required for the project, and such work is authorized by the Director, the ENGINEER shall receive the following lump sum fees for performance of said work:

- Design of new standard signals and/or upgrade of existing standard signals \$6,498.00.
- Design of new pedestrian signals and/or upgrade of existing pedestrian signals \$4,873.50.

c. The total of all regular fee payments to the ENGINEER for services rendered pursuant to the Design Phase shall be \$103,968.00, provided no additional or overtime work, as defined in Section VI hereof, is requested and authorized by the Director.

### 3. Construction Phase

In accordance with the terms and conditions of this Agreement, including preconstruction meetings, shop drawing reviews, and all incidental work thereto, general engineering consultation and advice, field meetings during construction, and post-design services, the fee shall be \$6,498.00. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

### 4. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be \$129,960.00, the sum of A1, A2 and A3 above, providing that no additional or

overtime work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

B. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the ENGINEER and others working in conjunction with the ENGINEER as stipulated by the following:

1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required for utility coordination and other required submittals. The maximum cost allowed per print for 11"x17" half size sheets utilized for this purpose shall be \$0.18, the maximum cost allowed per print for 22"x34" sheets shall be \$0.60, and the total cost to the COUNTY for this reproduction service shall not exceed \$5,000.00.

2. Land and Engineering Field Survey

The ENGINEER shall receive for performance of all land and engineering field survey work required in connection with the project, as defined by the Design Package, the accepted fee proposal and the terms of this Agreement, the lump sum fee of \$14,545.00.

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the ENGINEER shall be compensated for performance of said work in accordance with the provisions of Section V (B) hereof, except

for the time of survey parties which shall be compensated at the following fixed rates:

a. 3-Person survey party \$800.00 per 8-hour day

b. 4-Person survey party \$950.00 per 8-hour day

3. Aerial Photography

The COUNTY shall make direct payment to the ENGINEER for the aerial photographs necessary for project design and construction plans preparation. The cost of all required aerial photography for the project shall be \$12,152.00.

C. Inspector General/IPSIG Audit Accounts

One audit account is hereby established to pay mandatory random audits by the County's Inspector General pursuant to County Ordinance No. 97-215. The amount for the Inspector General Audit Account is hereby set at \$404.14. The ENGINEER shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this audit account remain the property of the COUNTY.

D. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be \$162,061.14, the sum of fees set forth in A, B, and C above, providing that no additional or overtime work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

## SECTION VI - ADDITIONAL AND OVERTIME WORK

The COUNTY agrees to pay, and the ENGINEER agrees to accept, for additional and overtime work performed under the terms of this Agreement, fees in accordance with the following:

### A. Additional Work

In the event changes are requested by the COUNTY to the construction documents after said documents have been approved and accepted by the COUNTY, additional Construction Phase services are required, or contingencies necessitate the performance of other additional work by the ENGINEER, and a Notice to Proceed authorizing additional work is issued by the Director, fees and other compensation for such services shall be computed in accordance with one or a combination of the methods outlined below:

#### 1. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate.

The fee for engineering services rendered by the ENGINEER's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for office personnel and 2.10 for field personnel. This fee shall constitute full compensation to the ENGINEER for costs

incurred in the performance of the work such overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. Fees Based on Fixed Hourly Rates

The fee for services rendered by the ENGINEER's principals shall be computed based on the fixed hourly rate of \$ 115.00

The above listed fixed hourly rate for principals shall be applied to the time spent on requested work by the following principal of the firm:

Hong Benitez, P.E.

3. Lump Sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written Notice to Proceed. Lump sum fees may or may not include reimbursable expenses.

4. Reimbursable Expenses

The ENGINEER shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director. Reimbursable expenses may include:

- a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance

of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.

- b. Expenses for travel, transportation and subsistence outside Miami Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

B. Overtime Work

Should overtime work be necessary and when it is authorized in advance by the Director, such work that is performed by the ENGINEER's personnel, principals excluded, shall be compensated at time-and-a-half of the direct salary rates set forth above. Principals of the firm shall not be compensated for overtime work.

C. Maximum Fee

The total of all fee payments to the ENGINEER for additional and overtime work requested by the COUNTY shall not exceed the sum of \$16,000.00.

SECTION VII - TOTAL PROJECT COST

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be \$178,061.14.

## SECTION VIII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the ENGINEER for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

### A. Master Plan Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Design Phase work, but under no circumstances shall this amount be retained longer than four months

after the date of final acceptance of the *Master Plan* Phase work by the Director.

B. Design Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Construction Phase, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Design Phase work by the Director.

C. Construction Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be



referenced to the particular Notice to Proceed for Construction Services.

2. The amount of invoices submitted shall be comprised of the amounts due for all services performed monthly and/or incurred to date in connection with the authorized work, less previous payments. The amounts due shall be calculated in accordance with Subsections VI.A.1. and VI.A.2. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.

D. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

- a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.
- b. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI(A)(1) and VI(A)(3) hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

## 2. Lump Sum Fee

- a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.
- b. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documents as necessary.

## SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the ENGINEER to the satisfaction of the Director, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of services thereunder, due to any major changes in the work, which might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director. In the event the ENGINEER does not

concur with the decisions of the Director, the ENGINEER may present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

#### SECTION X - OWNERSHIP OF DOCUMENTS

All reports, recommendations, drawings, sketches, plans, electronic files, specifications, field books, photographs, survey information, maps, contract documents, calculations, and other data developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the ENGINEER at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY'S sole risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the ENGINEER or without any additional compensation to the ENGINEER. The ENGINEER shall be released from any liability resulting from such modification.

## SECTION XI - REUSE OF DOCUMENTS

The ENGINEER may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work.

## SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS

For any services provided under this agreement, the ENGINEER shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the plans and Contract Documents prepared by the ENGINEER including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the ENGINEER from any liability resulting from any such errors, omissions, and/or ambiguities in the plans and Contract Documents and other documents or Services related thereto.

The ENGINEER must adhere to the approved budget, and all changes resulting from design errors and omissions will be catalogued by the Public Works Department and will be shared with the members of selection committees for future projects. In addition, whenever the total cost to the Department for design errors and omissions is deemed excessive, the COUNTY will make claims for reimbursement from the ENGINEER and its insurance company.

### SECTION XIII - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the COUNTY except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and embodied in a Supplemental Agreement subject to approval by the Board of County Commissioners. Only upon said approval of a Supplemental Agreement, and subsequent receipt of written authorization from the Director, shall the ENGINEER be obligated to Court appearances.

### SECTION XIV - NOTICES

Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

### SECTION XV - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the ENGINEER shall be compensated for all services rendered consistent with the terms of

this Agreement up to the time the ENGINEER receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the ENGINEER receives such notice. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

#### SECTION XVI - AUDIT RIGHTS AND IPSIG AUDIT ACCOUNT

Pursuant to ordinance 97-15, Miami-Dade County has established the Office of Inspector General which may perform random audits on any County contract throughout the duration of each contract. The cost of the audit for this contract shall be  $\frac{1}{4}$  of 1% of the total contract amount which cost the ENGINEER agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the ENGINEER. The audit cost shall also be included in all change orders to this contract and all contract renewals and extensions. Accordingly, the audit cost will be deducted from progress payments to the ENGINEER pursuant to all change orders, contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized and empowered to review past, present and proposed programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses

and monitor existing projects and programs. Monitoring of an existing project of program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, fee proposal submittals, activities of the ENGINEER its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the ENGINEER's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, fee proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for aforesaid documents and records.

The provisions in this section shall apply to the ENGINEER, its officers, agents, employees, subcontractors and suppliers. The ENGINEER shall incorporate the provisions in this section in

all subcontracts and all other agreements executed by the ENGINEER in connection with performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the ENGINEER or third parties.

#### SECTION XVII - SUBCONTRACTING

The ENGINEER shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

#### SECTION XVIII - WARRANTY

The ENGINEER warrants that the services furnished to the COUNTY under this Agreement shall conform to the quality expected of an usually provided by the profession in the State of Florida applicable to the design, inspection and construction of Public Works projects including roadway and bridge structures.

The Engineer warrants that no companies or persons, other than bona fide employees working solely for the ENGINEER or the



COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also warrants that no COUNTY personnel, whether full-time or part-time employees, have or shall be retained or employed in any capacity, by the ENGINEER or the COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Director shall have the right to annul this Agreement without liability.

SECTION XIX - TERMINATION OF AGREEMENT AND SANCTIONS FOR  
CONTRACTUAL VIOLATIONS

It is expressly understood and agreed that the COUNTY may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior notification in writing from the Director; in which event the COUNTY's sole obligation to the ENGINEER shall be payment in accordance with Sections V and VI, for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of

written notice that said sums are due. Upon termination, the COUNTY may, without penalty or other obligations to the ENGINEER, elect to employ others to perform the services.

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

#### SECTION XX - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement.

#### SECTION XXI - DEFAULT

In the event the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by thirty (30) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is

served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

#### SECTION XXII - INDEMNIFICATION AND HOLD HARMLESS

The ENGINEER shall defend, indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the ENGINEER or its employees, agents, servants, partners, principals or subcontractors. The ENGINEER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The ENGINEER expressly understands and agrees that any insurance

protection required by this Contract or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The ENGINEER shall maintain during the term of this Agreement the following insurance:

1. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage.
2. Professional Liability Insurance in an amount not less than \$250,000.00 with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of liability.
3. Public Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
4. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no

less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance, and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, FL 33128-1987, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

#### SECTION XXIII - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, the ENGINEER hereby certifies and warrants that wage rates and other factual

unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

#### SECTION XXIV - ORDINANCES

The ENGINEER agrees to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent

or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No.3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER's obligations hereunder.

The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, Florida 33101:

1. A source of income statement.
2. A current certified financial statement.
3. A copy of the ENGINEER's current Federal Income Tax Return.

#### SECTION XXV - VALUE ANALYSIS

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five Million Dollar (\$5,000.000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

#### SECTION XXVI - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the ENGINEER to Miami-Dade County thereunder. The ENGINEER shall undertake and perform the affirmative actions specified herein. The Director may declare the ENGINEER in default of this agreement for failure of the ENGINEER to comply with the requirements of this paragraph.



SECTION XXVII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file Utilization Reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to subconsultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Business Development, 175 N.W. 1<sup>st</sup> Avenue, 28<sup>th</sup> Floor, Miami, Florida, 33128, in the format attached hereto as Exhibit "A" titled "Utilization Report - Miami-Dade County Work".

#### SECTION XXVIII- PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

#### SECTION XXIX- PERFORMANCE EVALUATION

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION XXX ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

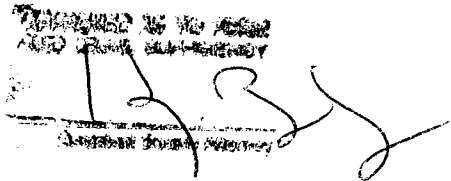
ATTEST:

HARVEY RUVIN,  
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager



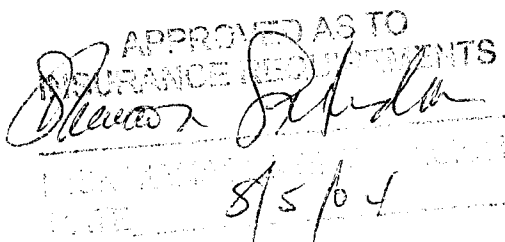
ATTEST:

BCC Engineering, Inc.



By: Hong Benitez/President

By: \_\_\_\_\_

  
APPROVED AS TO  
INSURANCE REQUIREMENTS  
8/5/04

(CORPORATE SEAL)

## EXHIBIT "A"

### Minimum Requirements for Plans Submittals

#### Master Plan

- Typical Section(s)
- Roadway Alignment(s)
- Drainage System
- Connections to Adjacent Roadways
- Prepare and Conduct Public Meeting
- Preliminary Cost Estimate

#### 30% Plans Submittal

- Survey (completed)
- Geotechnical Evaluation (completed)
- Traffic Study (completed, if required)
- Cover sheet
- Back of Sidewalk Profile
- Typical Section
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing PGL & utilities)
- Cross Sections (existing)
- Indicate service point location for lighting
- Cost Estimate
- Value engineering (applies for projects >\$5,000,000)

#### 60% Plans Submittal

- Plan and Profile (Proposed PGL, Drainage structures and French Drain)
- Drainage Report (final)
- Drainage Structures Sheets (showing utilities)
- Summary of Quantities
- Cross Sections (proposed)
- Plateau Intersections -Major streets
- Minor Intersecting street profiles
- Special Profiles
- Pavement markings and signing (without complete tabulation of quantities)

- Railroad Crossing Sheets (if required)
- Signalization plans (without complete tabulation of quantities & details)
- Lighting plans and report (without complete tabulation of quantities & details)
- Landscaping plans (without details) (if required)
- Cost Estimate

#### **90% Plans Submittal:**

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, landscaping, etc.)
- Permit Sketches (if required)
- Maintenance of traffic/Phasing plans.
- Cost Estimate

#### **100% Plans Submittal:**

- Complete design to reflect the review comments from the 90% submittal

#### **Project Final Submittal Requirements**

- Final design to reflect the review comments from the 100% submittal
- One set of full size (22"x 34") mylar originals (4 mils thick) w/ signed coversheet
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed)
- Survey Books
- Final Cost Estimates
- Two full size sets (22"x34") of plans (signed and sealed)
- Two half size sets (11"x17") of plans (signed and sealed)
- Soil survey report (signed and sealed)
- Structure geotechnical report

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC WORKS DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND  
CERTIFICATIONS

Project Title SW 62 Ave. from SW 70 St. to SW 64 St.

Project Number PW No. 20030189

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Hong Benitez (Print Name)  
who is personally known to me or who has provided herself  
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

BCC Engineering, Inc.

(Name of Firm/Respondent)

8603 S. Dixie Highway, Suite 308 Pinecrest, Florida 33143

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address\* of the person or entity contracting or transacting business with Miami-Dade County is:

BCC Engineering, Inc.

8603 S. Dixie Highway, Suite 308

Pinecrest, Florida 33143

2. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer.

Hong Benitez

8603 S. Dixie Highway, Suite 308

Pinecrest, Florida 33143

3. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director.

Hong Benitez

8603 S. Dixie Highway, Suite 308

Pinecrest, Florida 33143

4. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Hong Benitez

8603 S. Dixie Highway, Suite 308

Pinecrest, Florida 33143

5. If the contract or business transaction is with a Trust, provide the full legal name and address\* for each trustee and each beneficiary. All such names and addresses are:

N/A

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**  
**PART I (Cont'd)**

6. The full legal name and business addresses\* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: N/A

(b) President: \_\_\_\_\_

Vice-Pres: \_\_\_\_\_

Vice-Pres: \_\_\_\_\_

Secretary: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Treasurer: \_\_\_\_\_

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) Hong Benitez  
(Name)

(d) \_\_\_\_\_  
(Name)

(c) President  
(Title)

(d) \_\_\_\_\_  
(Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): NO.

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No: YES).

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

\*(ADD EXTRA SHEETS IF NEEDED)

\* Post Office Box addresses not acceptable.

\*\* If a Joint Venture, list this information for each member of the Joint Venture



BCC ENGINEERING, INC.

CURRENT WORKFORCE BREAKDOWN  
(By race, national origin and gender)

NAME	RACE	NATIONAL ORIGIN	GENDER
Benitez, Hong	Asian	China	Female
Benitez, Manuel	Hispanic	US	Male
Berrocal, Giannina	Hispanic	US	Male
Cuello, Francisco	Hispanic	Cuba	Female
Huang, Shuang	Asian	China	Female
Perez, Sarahi	Hispanic	Cuba	Female
Ramirez, Luis	Hispanic	Guatemala	Male
Raymat, Daniel	Hispanic	US	Male
Rodriguez, Orestes	Hispanic	Cuba	Male
Santistevan, Joan	Hispanic	US	Female
Tome, Narciso	Hispanic	Cuba	Male
Torres, Dionisio	Hispanic	Cuba	Male
Torres, Yris	Hispanic	Venezuela	Female

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY  
DURING THE LAST FIVE (5) YEARS:** N/A

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
--------------------------	-------------------------------------------	-----------------------------------	------------------------------------

(1)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of  
Construction  
Work performed \_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of  
Construction  
Work performed \_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG. AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(1)	Project No.: E97-WASD-01R, Date of PSA: 10/5/1999		
	10% of \$2,000,000	\$128,000	
Name of Dept. & Summary of professional services performed	Miami-Dade Water and Sewer Department		
	Sub-consultant to Marlin Engineering. Provided Construction Engineering Inspection Services.		
Litigation Arising out of Agreement	N/A		
(2)	Project No.: E98-PW-04Q, Date of PSA: 6/6/2000		
	\$1,500,000	\$1.650,000	10% contingency
Name of Dept. & Summary of professional services performed	Miami-Dade Public Works Department		
	County-wide construction engineering inspection services.		
Litigation Arising out of Agreement	N/A		

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG. AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(3)	Project No.: E01-DERM-04,E, Date of PSA: 11/3/2001		
	\$500,000	Contract On-going	N/A
Name of Dept. & Summary of professional services performed	Miami-Dade Department of Environmental Resources Management		
	FEMA DORM Drainage Improvement Design Projects		
Litigation Arising out of Agreement	N/A		
(4)	Project No.: E01-DERM-05,E, Date of PSA: 4/11/2002		
	\$2,000,000	Project On-going	N/A
Name of Dept. & Summary of professional services performed	Miami-Dade Department of Environmental Resources Management		
	FEMA DORM Drainage Improvement Construction Engineering Inspection Services		
Litigation Arising out of Agreement	N/A		

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG. AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(5)	Project No.: EF-387, Date of PSA: 1/27/2003		
	\$31,910	Project On-Going	N/A
Name of Dept. & Summary of professional services performed	Miami-Dade Aviation Department		
	Structural Engineering design services for MIA Building 716/2200 re-roofing.		
Litigation Arising out of Agreement	N/A		
Name of Dept. & Summary of professional services performed			
Litigation Arising out of Agreement			

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART III**

A. How long has firm been in business? 10 years

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? yes  
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

	<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1)	<u>N/A</u>	
(2)		
(3)		
(4)		
(5)		

(ADD EXTRA SHEET(S) IF NEEDED.)

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ATTACHMENT FOR  
DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART III

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? If so, attach separate sheet(s) listing same information as in Parts I, II and III of this affidavit.

1. BCC Engineering, Inc. has not done business under another name.
2. BCC Engineering, Inc. has been providing engineering services teaming with the following firms:

Beiswenger, Hoch and Associates, Inc.  
Kunde Sprecher and Associates/Edwards and Kelcey  
Marlin Engineering, Inc.  
Keith and Schnars, P.A.  
Metric Engineering, Inc.  
CRA Clarke, Inc.  
Nova Consulting, Inc.  
Triangle Associates, Inc.  
TEI  
Gannett Fleming

3. Hong Benitez, P.E., President of BCC Engineering, Inc., was employed by the following engineering firms:

Beiswenger, Hoch and Associates, Inc.  
RMS2/Gannett Fleming  
Volkert and Associates, Inc.  
Metric Engineering, Inc.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** **[Please indicate which additional statement applies.]**

       There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the



hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

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### MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

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## CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

  X   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.            has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

---

## CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

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## DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794  
The Federal Transit Act, as amended 49 U.S.C. Section 1612  
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631  
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

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### FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

---

## **DOMESTIC LEAVE CERTIFICATION**

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

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## **MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

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## **DRUG-FREE WORK PLACE CERTIFICATION**

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

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## **CODE OF BUSINESS ETHICS CERTIFICATION**

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

#### Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

#### Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

#### Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

#### Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or

services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

#### Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

#### Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

#### Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

#### MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

DEPARTMENT OF BUSINESS DEVELOPMENT  
AFFIRMATIVE ACTION PLAN SECTION

ORDINANCE NO. 98-30  
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- X   My firm provides engineering, architectural, landscape architectural, land surveying and mapping services.  
My firm has forwarded our affirmative action to the Department of Business Development for review.
- My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- My firm has a Board of Directors which is representative of the population make-up of the nation.  
(Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

**AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT**

Project No.: PW No. 20030189 Date: June 23, 2004  
Project Title: SW 62 Ave. from SW 70 St. to SW 64 St.

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Hong Benitez after being first duly sworn, upon oath deposes and says that he is an authorized representative of:

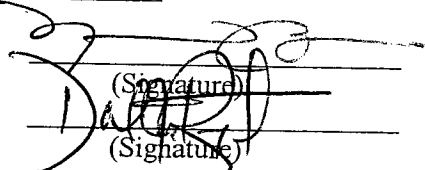
BCC Engineering, Inc.

(Legal name, Corporation, Partnership, Firm, Individual)

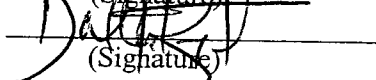
hereinafter called Firm/Respondent) located at 8603 S. Dixie Hwy, Suite 308, Pinecrest, FL (address, city, state) 33143

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. 0096-0437 and the expiration date of 1/31/2005

Witness:

  
(Signature)

Witness:

  
(Signature)

By

  
(Signature)

Hong Benitez/President

(Legal Name and Title)

The foregoing instrument was acknowledged before me this 23rd day of June 20 04

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: Hong Benitez

Having the title of President

( ☒ ) a Florida corporation

( ) partnership ( ) joint venture

He/She is ( ☒ ) personally known to me, or

( ) has produced herself

As identification.

Notary Seal:



**Narciso Tome**

Commission # **DD 012679**

Expires **March 27, 2005**

Bonded Thru

Notary Signature:



Type or print name: Narciso Tome

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.



## FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

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### REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

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ATTACHMENT TO

**FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)**

**LIST OF SUBCONSULTANTS:**

Robayna and Associates, Inc.  
Southern Resources Mapping of Miami, Inc.

## FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By: Hong Benitez  
Signature of Affiant  
Hong Benitez/ President 6 / 5 - 0 / 5 / 4 / 0 / 1 / 0 / 0  
Printed Name of Affiant and Title Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 23rd day of June, 2004  
He/She is personally known to me or has presented herself as identification.  
Type of identification

Narciso Tome  
Signature of Notary  
Narciso Tome  
Print or Stamp Name of Notary

Serial Number  
MARCH 27, 2005  
Expiration Date

Notary Public - State of Florida

Notary Seal

